

## **Auvik Networks Inc. Official Offer Terms and Conditions “ASM Smile in Style Promotion”**

### **1. AGREEMENT TO BE LEGALLY BOUND BY TERMS AND CONDITIONS:**

By participating in the **ASM Smile in Style Promotion** Offer (the “**Offer**”), you are signifying your agreement that you have read and agree to be legally bound by these official terms and conditions (the “**Terms**”).

### **2. KEY DATES:**

The Offer starts on April 24, 2024 at 8:00 AM Eastern Time (“**ET**”), and ends on May 31, 2024 at 4:59 PM ET (the “**Offer Period**”). Eligible Reward recipients will be notified on or by June 7, 2024.

### **3. ELIGIBILITY:**

Participation in the **Offer** is only open to individuals who: (i) are a resident of the 50 United States (and the District of Columbia), the United Kingdom or are a resident of Canada (excluding Quebec); (ii) have reached the legal age of majority in their jurisdiction of residence at the time of entry; (iii) are not an employee, representative or agent (or living with any such person, whether related or not) of Auvik Networks Inc. (7398 Yonge St, Suite 6D-1312, Thornhill, ON L4J8J2, Canada – the “**Sponsor**”), its affiliated entities, reward suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Offer (collectively with the Sponsor, the “**Offer Parties**”); (iv) are not an existing Auvik SaaS Management Customer with an active subscription and (v) are not prospects that have activated a trial and received an offer in the last 6 months, (vi) are an MSP or IT service provider, or in-house corporate IT professional (not valid for students and home users), (vii) have registered with a valid business email address used to perform their duties as an MSP or IT service provider, and (viii) can verify the legal existence of their company and/or business email address such as, but not limited to, providing a valid and matching business website domain and/or company LinkedIn profile.

Without limiting the foregoing, to be eligible an Offer participant must also: (i) be entitled to accept a Reward (defined below), as applicable; (ii) have Internet access and a valid business email address; and (iii) Entrants must have the permission of their employer to enter. Acceptance of any gift by any winner will be subject to their employer's anti-bribery policy. Entrants must ensure that they would be entitled to accept any gift.

### **4. HOW TO PARTICIPATE:**

To enter, obtain the Official Promotion Entry Form (the “**Entry Form**”) during the Promotion Period by visiting [www.auvik.com/lp/smile-in-style/](http://www.auvik.com/lp/smile-in-style/) . Next, fully complete the Entry Form and sign up for a trial with all required information. During the Offer Period, if you: (i) have fully completed the Entry Form with all required information and agreed to the Rules, (ii) follow the on-screen instructions to complete a product trial (the “**Trial**”), and (iii) activate\* the Trial by deploying to at least 5 active end users in an environment, (iv) Log back into your Auvik SaaS Management dashboard at least 24 hours after deployment and click Clients to view your deployed environment by May 31, 2024 (collectively, a “**Submission**”), you will be eligible to receive one (1) Reward (defined below).

To be eligible, your Submission must be submitted and received in accordance with these Terms during the Offer Period (as determined by the Sponsor in its sole and absolute discretion).

*\*Activating a Trial is defined as (i) submitting the Auvik SaaS Management trial form, (ii) follow the setup wizard and deploy to at least 5 active end users in an environment, (iii) Log back into your Auvik SaaS Management dashboard at least 24 hours after deployment and click Clients to view your deployed environment.*

At the time of entering the Promotion, you are opting in to receive promotional communications from the Sponsor, Auvik Networks Inc. (7398 Yonge St., Suite 6D-1312, Thornhill, ON L4J 8J2), and any associated affiliates. You have the option to opt-out of receiving promotional communications from the Sponsor and any affiliates at any time without impacting your ability to receive the offer.

### **5. LIMITS AND CONDITIONS:**

Limit one (1) Submission and one (1) Reward per person, per company and email address. This Offer cannot be combined with any other offer, discount or promotion.

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) exceed any of the limits stated in these Terms; (ii) use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Offer; (iii) submit a Submission that has been falsified, manipulated or otherwise altered in any way; and/or (iv) disrupt or participate in the Offer in any other fraudulent or misleading way (all as determined by the Sponsor in its sole and absolute discretion); then he/she may be disqualified from participating in the Offer and receiving a Reward, as determined in the sole and absolute discretion of the Sponsor. The Offer Parties, and each of their respective agents, representatives, employees, officers, directors, successors and assigns (collectively, the "**Released Parties**") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, stolen, damaged, destroyed, misdirected, delayed, incomplete, incompatible or illegible Submissions (all of which are void). A Submission may be rejected if (in the sole and absolute discretion of the Sponsor) it is not fully completed with all required information and submitted and received in accordance with these Terms during the Offer Period. If at any time a participant wishes to withdraw from the Offer, the request should be made in writing to the Sponsor.

#### 6. **VERIFICATION:**

All Submissions and any other content, materials or information in any way connected with this Offer (collectively, "**Offer-Related Information**") and participants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor): (i) for the purposes of verifying an individual's eligibility to participate in the Offer; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Offer-Related Information entered (or purportedly entered) for the purposes of the Offer; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering the Offer in accordance with the Sponsor's interpretation of the letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification from participating in the Offer and/or receipt of a Reward, in the sole and absolute discretion of the Sponsor.

#### 7. **REWARDS:**

Upon receipt of your Submission in accordance with these Terms (as determined by the Sponsor, in its sole and absolute discretion), you will be eligible to receive one (1) reward consisting of a \$100 USD Auvik Swag store credit, redeemable at <https://auvik.myshopify.com/>, (a "**Reward**"). The specific merchandise items, colors and other specifics redeemed at our swag store is subject to availability. Customs, brokerage and/or duties may be incurred if the recipient resides outside of the USA.

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, an eligible winner will be required to properly execute and return the Sponsor's declaration and release form within five (5) days. If not returned within five (5) days, your reward is forfeited.

All aspects of the Rewards will be determined by the Sponsor, in its sole and absolute discretion subject to availability. Rewards must be accepted as awarded. Rewards may not be sold, transferred and are not convertible to cash. The Sponsor reserves the right (but for greater certainty, does not have the obligation) to substitute a Reward in whole or in part with a gift of equal or greater retail value, including, without limitation, but solely at the Sponsor's sole discretion, a cash gift. All characteristics and features of each Reward, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion. Each Reward is subject to the terms and conditions of the issuer, as applicable. Reward recipients are solely responsible for all costs not expressly described herein. None of the released parties, nor any other entity, will be providing any compensation whatsoever with respect to any costs associated with utilizing a Reward or otherwise. Any tax obligations, if applicable, are the sole responsibility of a confirmed Reward recipient.

To the fullest extent permitted by applicable law, none of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Reward provided in connection with the Offer. To the fullest extent permitted by applicable law, a confirmed Reward recipient

understands and acknowledges that they may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should their Reward fail to be fit for its purpose or is in any way unsatisfactory.

#### 8. NOTIFICATION AND CONFIRMATION:

NO ONE IS A REWARD RECIPIENT UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A REWARD RECIPIENT IN ACCORDANCE WITH THESE TERMS. Upon receipt of an eligible Submission in accordance with these Terms and successful validation (as determined by the Sponsor, in its sole and absolute discretion), an eligible Reward recipient will be notified by the Sponsor via get-saas@auvik.com. Eligible Reward recipients will be notified on or by June 7, 2024.

To be eligible to receive a Reward, an eligible Reward recipient must comply with all delivery and/or other instructions of the Sponsor included within a Reward notification message. **IMPORTANT NOTE: The Sponsor may require, in its sole and absolute discretion, that an eligible Reward recipient sign and return the Sponsor's form of declaration and release prior to being confirmed as a Reward recipient** which (among other things): (i) confirms compliance with these Terms; (ii) acknowledges acceptance of the Reward; (iii) releases the Sponsor and all of the other Released Parties from any and all liability in connection with the Offer, their participation therein and/or the awarding and use/misuse of the Reward or any portion thereof; (iv) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Submission or any portion(s) thereof; and (v) agrees to the publication, reproduction and/or other use of his/her name, city and jurisdiction of residence or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If an eligible Reward recipient: (i) cannot accept (or is unwilling to accept) the applicable Reward for any reason; (ii) fails to comply with the delivery and/or other instructions of the Sponsor included within a Reward notification message (including, without limitation, returning the Sponsor's form of declaration and release, as applicable); and/or (iii) is determined to be in violation of these Terms (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Reward) as determined by the Sponsor in its sole and absolute discretion.

#### 9. SUBMISSION REQUIREMENTS:

By participating in the Offer, each participant hereby warrants and represents that their Submission (and each individual component thereof):

- i. is original to the participant and that the participant has obtained all necessary rights in and to the Submission for the purposes of submitting such Submission in the applicable Offer;
- ii. does not violate any law, statute, ordinance or regulation;
- iii. does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. is not defamatory, trade libelous, pornographic or obscene, and further that such Submission will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor; conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor and/or its promotional agency or designated content moderator (the “**Reviewer**”) reserves the right to screen all Submissions. Any Submission that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Terms is subject to disqualification. By participating in the Offer and submitting a Submission, each participant: (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use their Submission (and each component thereof), in whole or in part, for advertising or promoting the applicable Promotion or for any other reason; (ii) waives all moral rights in and to his/her Submission (and each component thereof) in favor of the Sponsor (and anyone authorized by the Sponsor to use such Submission); and (iii) agrees to release and hold harmless the Sponsor and all of the other Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Submission (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

#### 10. **GENERAL CONDITIONS**

This Offer is subject to all applicable federal, provincial/territorial, and municipal laws. All decisions of the Sponsor with respect to any aspect of this Offer, including without limitation the eligibility of participants or any Offer-Related Information, are final and binding on all participants in all matters as they relate to this Offer without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR’S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, an eligible winner will be required to properly execute and return within the Sponsor’s declaration and release form within five (5) business days.

IF YOU HAVE PARTICIPATED IN A CONTEST OR PROMOTIONAL OFFER CAMPAIGN SPONSORED BY AUVIK IN THE LAST SIX MONTHS FROM THE DATE OF THIS OFFER, YOU ARE INELIGIBLE TO RECEIVE A PRIZE.

**ELIGIBLE WINNERS MUST CLAIM THEIR PRIZE WITHIN THIRTY (30) CALENDAR DAYS OF NOTICE OF ELIGIBILITY TO CLAIM SAID PRIZE. IF NOT CLAIMED WITHIN 30 DAYS, ELIGIBLE WINNERS FORFEIT THEIR PRIZE.**

No responsibility is assumed by the Released Parties for any notifications that are returned as undeliverable, or for any Reward after it has been sent to a participant. The Released Parties are not responsible for (as applicable) late, lost, stolen, damaged, misdirected, irregular, garbled, corrupted, blocked, inaccessible, delayed, or undelivered Reward notifications or Rewards, regardless of cause. Without limiting the foregoing, the Released Parties expressly disclaim any and all liability for Reward notifications or other transmissions which are not timely received in an uncorrupted form (or received at all) by participant due to filtering/privacy settings for email or for any other reason. Eligible Submissions that cannot be validated for any reason will be rejected, as determined by the Sponsor in its sole and absolute discretion (including, without limitation, if a Submission: (i) is unauthorized, fake, or has been illegitimately obtained, (ii) has been previously used or submitted in connection with this Offer; and/or (iii) is incorrectly or incompletely entered or submitted).

By participating in the Offer (and, as applicable, accepting a Reward), each participant: (i) confirms compliance with these Terms; (ii) acknowledges acceptance of the Reward (as provided), as applicable; (iii) agrees to release, discharge, indemnify and hold harmless the Released Parties from any liability or damages which may arise out of participation in the Offer and/or out of the acceptance, use, misuse or possession of any Reward or any portion thereof; (iv) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Submission or any portion(s) thereof; and (v) agrees to the publication, reproduction and/or other use of his/her name, city and jurisdiction of residence or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet.

All Offer-Related Information becomes the property of the Sponsor. The Released Parties shall have no liability and will be released and held harmless from any claim, action, liability, loss, injury or damage,

including, without limitation (but subject to operation of law), personal injury or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of a Reward and/or participation in this Offer. Without limiting the foregoing, the Released Parties will not be liable for: (i) any failure of a website; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Offer-Related Information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a participant's or any other person's computer or other device related to or resulting from participating in the Offer; (v) costs associated with mobile device data use and service; and/or (vi) any combination of the above, and will be released and held harmless from any claim, action, liability, loss, injury or damage.

The Sponsor reserves the right, in its sole and absolute discretion, to amend, cancel, withdraw or suspend this Offer (or to amend these Terms) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Offer as contemplated by these Terms, including, without limitation, any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud or technical failure, health risks or any act, regulation, directive or recommendation of any public authority (including without limitation the Government of Canada, a provincial government, a municipal government, city council or public health authority).

Any attempt to deliberately damage any website or to undermine the legitimate operation of this Offer in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right to amend or suspend this Offer, or to amend these Terms, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Offer mechanics stipulated in these Terms, to the extent necessary, for purposes of verifying compliance by any participant or entry with these Terms, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Offer as contemplated in these Terms, or for any other reason.

By participating in this Offer, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted in the course of participating in this Offer for the purpose of administering the Offer and in accordance with Sponsor's privacy policy (available at: <https://www.auvik.com/privacy-notice/>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of his/her personal information.

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with this Offer will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein.